

**IN THE ASSOCIATE CIRCUIT COURT OF THE CITY OF ST. LOUIS
TWENTY SECOND JUDICIAL CIRCUIT
STATE OF MISSOURI**

3200 SOUTH GRAND LLC,)	
)	
Plaintiff,)	Cause No. 2122-AC08719
)	
v.)	Div. 28
)	
CAFE NATASHA INC.,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COUNTERCLAIM

Count I – Negligence

COMES NOW Defendant, Café Natasha Inc., by and through its attorney, Mitchell D. Jacobs, and for its cause of action against Plaintiff 3200 South Grand LLC, states to the Court as follows:

1. Defendant Café Natasha Inc is and was at all times herein mentioned a corporation organized and existing under and by virtue of law, operating a retail restaurant as a tenant of Plaintiff at 3200 South Grand Avenue.
2. Plaintiff 3200 South Grand LLC is and was at all times herein mentioned a limited liability company organized and existing under and by virtue of law and landlord to Defendant.
3. Plaintiff owns the real estate located at 3200 South Grand Avenue, in the City of St. Louis State of Missouri (the “Property”).
4. The Property includes commercial storefronts on the ground level, including the one operated by Defendant, and residential apartments on the second floor.
5. In February of 2021, the apartment directly above the property leased by Defendant, was vacant and despite the winter cold and condition, windows had been left unsecured and the heat was not maintained by Plaintiff, no shut off valve had been maintained by Plaintiff, Plaintiff failed to properly insulate the water pipes or take any remedial measures after a

EXHIBIT F

prior flooding incident only a few months before, and Plaintiff had no manager available in the event or emergencies.

6. Plaintiff failed to use ordinary care and was negligent in one or more of the following ways, and other unremunerated ways - windows had been left unsecured, and heat was not maintained by Plaintiff, no shut off valve had been maintained by Plaintiff, Plaintiff failed to properly insulate the water pipes or take any remedial measures after a prior flooding incident only a few months before, and Plaintiff had no manager available in the event or emergencies.
7. As a direct and proximate result of the negligence of Plaintiff, pipes in the residential unit above the Defendant's leased space burst, causing gallons of water to come flooding into the lease premises, without any ability to shut off the water, and without a manager to respond to the emergency, causing extensive damage and interruption to Defendant's business from February 16, 2021 to March 5, 2021.
8. As a direct and proximate result of the negligence of Plaintiff, Defendant has sustained injuries to its business premises and fixtures, loss of use of the business premises, and interruption in its business.
9. As a direct and proximate result of the negligence of Plaintiff, Defendant has been required to spend significant sums of money for repair and remediation and installation of a shut off valve, and legal fees, in an amount to be determined at trial but will exceed the jurisdictional limit of \$25,000.00.
10. The Defendant was not contributorily negligent, but the damage was caused completely by Plaintiff.
11. Demand has been made, but payment has not been made.

WHEREFORE, Defendant prays for judgment in its favor against the Plaintiff in an amount in excess of the jurisdictional limit of \$25,000.00 which will fairly and reasonably compensate it for the damages alleged herein, interest at the highest rate allowed by law, attorneys fees, for court costs, and for such other and further relief as may be just and proper.

Respectfully submitted,

/S/ Mitchell D. Jacobs
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Mitchell D. Jacobs #35039
Attorney for Defendant
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CERTIFICATE OF SERVICE

A true copy of the foregoing was served by the electronic filing system and by electronic mail of the following this 8th day of October, 2021:

J. Scott Kessinger, Esq., #48221
7253 Watson Road #1044
St. Louis, MO 63119
JScottKessinger@GMail.Com

/S/ Mitchell D. Jacobs